

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES)	
PARCEL SELECT & PARCEL RETURN SERVICE)	Docket No. MC2014-1
PARCEL SELECT & PARCEL RETURN SERVICE CONTRACT 5)	

COMPETITIVE PRODUCT PRICES)	
PARCEL SELECT & PARCEL RETURN SERVICE CONTRACT 5)	Docket No. CP2014-1
(MC2014-1))	
NEGOTIATED SERVICE AGREEMENT)	

**OPPOSITION OF AMAZON FULFILLMENT SERVICES, INC.,
TO MOTION OF MARK JAMISON FOR LEAVE TO FILE
RESPONSE TO USPS AND AMAZON RESPONSES**

(December 6, 2013)

Amazon Fulfillment Services, Inc. (“Amazon”) respectfully submits this opposition to the November 29 “Motion of Mark Jamison For Leave to File Response to United States Postal Service And Amazon Fulfillment Services Inc. Responses In Opposition To Motion Requesting Access To Unpublished Materials” (the “Motion”) and the related “Response To United States Postal Service And Amazon Fulfillment Services Inc. Responses Opposing Access To Materials Filed Under Seal” (the “Response”). 39 C.F.R. § 3007.50(c) does not authorize a party seeking access to nonpublic documents to file a reply to an answer in opposition to access “[u]nless the Commission otherwise provides.” Neither the Motion nor the Response offers any legitimate reason for granting an exception in this case.

1. Mr. Jamison insists that he has no commercial interest in the USPS-Amazon contract because he is unaffiliated with any customer of the USPS or competitor

of the USPS or Amazon (Response to Responses at 2-3). The absence of any such affiliation and the submission of a signed Appendix A certification of nondisclosure of course are both necessary conditions for obtaining access to a commercially sensitive contract that has been filed under seal. But even taken together they do not, and cannot, satisfy the standard. The party seeking access cannot do so without also establishing good cause to see the document. *Compare* 39 C.F.R. §§ 3007.50(a)(2) and 3007.50(b) with 39 C.F.R. § 3007.50(a)(1). Mr. Jamison still has not offered any reasons that satisfy this independent requirement, and he cannot do so.

2. Mr. Jamison attempts to distinguish the pre-2006 precedent recognizing that the universal service obligation does not require absolute uniformity of service to all addresses in the United States (Response to Responses at 4-5), but he does not address the recent statutes and precedent that specifically authorize the Postal Service to offer rates and classes “not of general applicability” to individual mailers. *See e.g.*, (a) 39 U.S.C. § 3632(b)(3), a 2006 amendment to Title 39, (b) 39 C.F.R. §§ 3010.5 and part 3015, , and (c) the Valassis NSA case, in which the Commission approved an NSA that offered postage discounts to a large mailer in a limited number of markets. Order No. 1448, Docket No. MC 2012-14, *Valassis NSA* (August 23, 2012), *aff’d*, *Newspaper Ass’n of America v. Postal Regulatory Commission*, No. 12-1367 (D.C. Cir., Nov. 15, 2013). The Motion and the Response fail to address how the negotiated agreement between the Postal Service and Amazon is specifically permitted by statute and recent case history.

In sum, Mr. Jamison’s asserted objections to the Amazon-USPS contract do not state a cause of action under 39 U.S.C. §§ 403, 404 or 3653. The Postal Service is entitled, as a matter of law, to enter into a contract with an individual mailer for services

that does not reach all geographic markets in the United States. Mr. Jamison's apparent disagreement with the Postal Service's negotiated agreements with business mailers and the Postal Accountability and Enhancement Act of 2006 ("PAEA") notwithstanding, 39 U.S.C. § 3632 and the related provisions of PAEA remain the law unless Congress repeals them.

Mr. Jamison does not offer any new arguments in either of the Motion or the Response that merit consideration by the Commission. Accordingly, we respectfully request that the Commission deny the Motion.

Respectfully submitted,

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